

EXHIBIT 1

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Declaration of Andrew Beros

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10 CLUB DEMONSTRATION SERVICES, INC., and DAYMON
WORLDWIDE INC.

11 UNITED STATES DISTRICT COURT

12 DISTRICT OF NEVADA

13 VICKIE HALE,
14 Plaintiff,

15 vs.

16 CLUB DEMONSTRATION SERVICES,
17 INC., a Connecticut Corporation,
18 DAYMON WORLDWIDE, INC., a
19 District of Columbia Corporation,

20 Defendants.

21 Case No. 3:21-CV-00257-MMD-WGC

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**DECLARATION OF ANDREW BEROS IN
SUPPORT OF DEFENDANTS' MOTION
TO COMPEL ARBITRATION AND TO
DISMISS THE ACTION, OR,
ALTERNATIVELY, TO STAY THE
ACTION PENDING ARBITRATION**

23 I, Andrew Beros, declare follows:

24 1. In my former role I was employed as a Human Resources Manager for Club
25 Demonstration Services, Inc ("CDS"), and I had worked in that capacity from March 2008 to April
26 2020. In April 2020 I transferred to a different division of the company. I make this Declaration in
27 Support of Defendants' Motion to Compel Arbitration and to Dismiss the Action, or Alternatively, to
28

1 Stay the Action Pending Arbitration (the “Declaration”). I have personal knowledge of the facts set
 2 forth in this declaration, except for those matters stated on information and belief. As to matters
 3 stated on information and belief, I believe them to be true. If called to testify, I could and would
 4 testify to the matters set forth in this Declaration.

5 2. CDS is the preferred in-house event marketing provider to Costco. CDS influences
 6 customers’ buying decisions by connecting Costco members to brands and building consumer
 7 awareness for vendors’ products. CDS’s business is involved in interstate commerce because it
 8 markets products that are delivered across state lines, among other reasons.

9 3. In my capacity as Human Resources Manager, I have overseen the personnel matters
 10 of CDS employees, including Plaintiff Vickie Hale (“Plaintiff”). In my capacity as Human
 11 Resources Manager, I also oversee the process by which CDS employees electronically view,
 12 acknowledge, accept, and sign documents such as the Arbitration Agreement, a true and correct copy
 13 of which is attached here as **Exhibit A**. In my position, I am aware of the security assessments
 14 across all electronic human resource portals utilized by CDS and have knowledge regarding the
 15 implementation of secure information technology practices for CDS generally, but also specifically
 16 for the online portal used.

17 4. CDS maintains employee personnel files electronically. In my position, I have access
 18 to personnel files, including Plaintiff’s personnel file, and I am familiar with the nature of
 19 employment documents contained in employee personnel files.

20 5. Plaintiff was hired by CDS in or around February 2015.

21 6. CDS utilizes a password-protected online portal called Workday that provides access
 22 to certain employment policies, employee records and forms, and information including the
 23 Arbitration Agreement.

24 7. In my position, I am familiar with the online tools that CDS makes available to its
 25 employees, including Workday. Specifically, I am currently, and have been, involved in the
 26 maintenance of the online portal and the online process by which individuals are provided with the
 27 Arbitration Agreement and are allowed to review and assess the Arbitration Agreement, and the
 28 process by which individuals consent to and agree to abide by the Arbitration Agreement, if they so

1 choose. Finally, in my position, I have access to the CDS online portal and the information
 2 contained in it.

3 8. To create a Workday account, employees are e-mailed a unique user ID followed by a
 4 subsequent and separate e-mail that contains a temporary password. Once an employee logs in with
 5 the unique user ID and temporary password, he or she is required to create a unique password.
 6 Otherwise, the employee cannot proceed. After creating a unique password, the employee can use
 7 that same password, along with the user ID, to log onto his or her Workday account. This password
 8 security protocol functions exactly like many familiar password-protected sites on the Internet.

9 9. Once an employee creates his or her own unique password, nothing in CDS's system
 10 shares that password with anyone. The password cannot be manually retrieved from the system by
 11 anyone. Only the employee user will know his or her password. If an employee forgets his or her
 12 password, CDS has no way to retrieve it. The only thing CDS can do is manually "re-set" that user's
 13 online portal account to allow him or her to create a new password, just as if he or she were a new
 14 user. Furthermore, CDS's security protocols do not permit anyone other than a user with the correct
 15 password to enter an employee's individual Workday account.

16 10. The Arbitration Agreement was published electronically on Workday and is
 17 maintained within the Workday application. As CDS rolls out new policies and procedures, CDS
 18 requires employees to acknowledge certain new policies via Workday. Employees access policies
 19 and procedures published on Workday via passthrough authentication, which requires the
 20 employee's unique user ID and password. Workday uses that unique ID to track the time and date
 21 on which an employee acknowledges a new policy or procedure. Since its publication, the
 22 Arbitration Agreement has been maintained in Workday.

23 11. Employees were asked to review and apply their electronic signature to the
 24 Arbitration Agreement in Workday. Employees are asked to carefully read the Arbitration
 25 Agreement, and there is no limitation on the time to do so. After being provided the opportunity to
 26 read the Arbitration Agreement, each employee is given the opportunity to electronically execute the
 27 agreement.

28 12. Once Plaintiff and other employees electronically signed the Arbitration Agreement,

1 their electronic signatures were retained in Workday's digital vault, where records cannot be altered
2 in any way. Workday's digital vault maintains a report regarding documents that are electronically
3 signed by employees, including the date the Arbitration Agreement is electronically signed. I am
4 familiar with these Workday digital vault reports and the information they record as well as how to
5 interpret them.

6 13. I have reviewed the Workday system, including the individual Workday account
7 created by Plaintiff. Based on my review of the information contained therein, I was able to confirm
8 that the Arbitration Agreement was electronically presented to Plaintiff via her individual Workday
9 account. Attached here as **Exhibit B** is a true and correct copy of the Workday's digital vault report
10 regarding the documents that were electronically signed by Plaintiff via Workday. As evidenced on
11 Exhibit B, Plaintiff electronically executed the Arbitration Agreement on February 19, 2015.

12 14. CDS has continuous access to these electronic records of compliance through
13 Workday's digital vault and relies on them to determine whether an employee has evaluated and
14 signed the applicable policies, including the Arbitration Agreement. CDS has a substantial interest
15 in the accuracy of these records, as they are one of the primary means of: (1) verifying that an
16 employee has received the information presented on Workday, which contains a number of
17 important policies; (2) verifying that the employee has provided certain information required for
18 human resources and payroll purposes; and (3) verifying that the employee has agreed to abide by
19 various company rules.

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15. **Exhibit A** and **Exhibit B** are maintained in the usual course of business for CDS.

The records attached hereto are the original or exact duplicates of the original files.

I declare under penalty of perjury under the laws of the State of Nevada and the United States that the foregoing is true and correct.

Executed on September 22, 2021.

Andrew Baum

Andrew Beros

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